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Contract No. AF33(657)-10449 Amendment No. 2 File No. SH-513

2.0 104 1056

Shell Gil Company 50 West 50th Street New York, New York

## Gentlemen:

- 1. This document constitutes Amendment No. 2 to Contract No. AF33(657)-10449 between the parties hereto, and said contract, as amended, is further amended as hereinsfter set forth.
- 2. Pursuant to the provisions of PART VII FINAL STATEMENT OF COSTS, the Contractor has completed all work called for under Item 1 of the contract and submitted a final Statement of Cost for said Item 1. The Statement of Cost set forth total cost incurred less than the contract price for Item 1. In view of the foregoing, the Government requested a downward adjustment in the contract price for Item 1 as provided for by PART VIII RETROACTIVE PRICE REDETERMINATION AFTER COMPLETION.
- 3. Accordingly, the parties hereto have negotiated and agreed upon a revised final contract price for Item 1 of the contract. Upon execution of this Amendment the Government agrees to pay to the Contractor, upon presentation of a properly certified invoice, the sum of \$952,261.86, less the amount of all unliquidated partial or progress payments previously made on account to the Contractor for Item 1. In the event Contractor has received payment in excess of this price by reason of progress or partial payments, Contractor will repay by sheck, payable to the United States Treasury, the amount of such excess forthwith upon receipt of a duly executed copy of this Amendment. Said final price for Item 1 together with the final price established for Item 2 under Amendment No. 1 constitutes payment in full and complete settlement of all amounts due the Contractor under this contract, and the Contractor hereby agrees to release the Government from all further claims, liens and incumbrances of any kind whatsoever in connection with the work called for and performed under this contract.

- 4. As a result of the foregoing and notwithstanding any other provisions of this contract, as amended, to the contrary, the final total price for Items 1 and 2 of this contract is \$1,063,968.06, said amount being obligated and available for payment hereunder.
- 5. Please indicate your receipt and acceptance of this Amendment by executing the original and two copies hereof. Please return the fully executed original and one copy to the undersigned and retain the remaining copy for your files.

	Very truly yours,		
			25X1
	Contracting Officer		
ACKNOWLEDGED & ACCEPTED SHELL OIL COMPANY		,	
BY SHELL OIL COMPANI			25 <b>X</b> 1
TITLE President, Shell Oil			
DATE 1/2/64			